

" Attachment 1"

BID PRICING TABULATION SHEET

AREA 1 - EMPLOYEE LOUNGE

ITEM	REQUIREMENTS	MONTHLY PROJECTED UNIT SALES	BID PRICE PER UNIT	ESTIMATED MONTHLY SALES
<u>CANDY</u>	1 oz - 3 oz Brand Name	350	.55	192.50
<u>CHIPS/ PRETZELS</u>	1 oz - 2 oz Brand Name	560	.30	168.00
<u>COOKIES</u>	2 oz - 3 oz Brand Name	105	.50	52.50
<u>CRACKERS/ PEANUTS</u>	1 oz - 2 oz Brand Name	50	.50	25.00
<u>MINTS</u>	.72 oz - 1.14 oz Roll Brand Name	90	.30	27.00
<u>PASTRIES/PIES/ POPTARTS/DONUTS/ ETC.</u>	25 3 oz - 4 oz Brand Name		.60	15.00
<u>MICROWAVE POPCORN</u>	3.5 oz - 3.75 oz Brand Name	55	.50	27.50

AREA 1 - EMPLOYEE LOUNGE
PAGE 2

ITEM	REQUIREMENTS	MONTHLY PROJECTED UNIT SALES	BID PRICE PER UNIT	ESTIMATED MONTHLY SALES
<u>SANDWICH</u>				
<u>COLD FOOD MACHINE</u>	20 or more different selections:			
1.	Pizza, 5.5 oz - Grilled Cheese 4.3 oz	15	1.25	18.75
2.	All Beef Hot Dogs, 3.5 oz Pkg	10	1.00	10.00
3.	Hamburger/Cheeseburger, min 4 oz. Beef	15	1.75	26.25
4.	Hot Pockets/Lunchables, min 4 oz	15	1.25	18.75
5.	Steak, Meat loaf, Chicken, Fish, Sandwiches, min 6 oz	15	1.50	22.50
6.	Cold Cut Sandwiches, min 4 oz filling (Turkey/Ham/Mixed)	15	1.75	26.25
7.	Egg/Sausage/Cheese Biscuits, min 4 oz	15	1.00	15.00
8.	Brand Name Bottled Water, 12 oz	25	.50	12.50
9.	Juices & Milk, ½ pint (orange, 2%, whole, & chocolate)	100	.30	30.00
10.	Chicken Wings, Riblets, Tacos - min 5 oz	15	1.75	26.25
11.	Cup of Soups - min 2.25 oz	15	1.00	15.00
12.	Frozen Microwavable Dinners, 8 oz Ex. Oriental Chicken or Beef, Mac & Cheese	15	1.50	22.50
<u>SODA/JUICES</u>	12 oz Cans			
<u>MACHINE</u>	Pepsi Products	725	.45	326.25
<u>SODA /JUICES</u>	12 oz Cans			
<u>MACHINE</u>	Coke Products	725	.50	362.50
<u>HOT BEVERAGES</u>	Individual Brew & 8 oz Hot Chocolate	390	.25	97.50
TOTAL AREA 1:			\$	1537.50

" Attachment 1"

BID PRICING TABULATION SHEET

AREA 2 - VISIT ROOM

ITEM	REQUIREMENTS	MONTHLY PROJECTED UNIT SALES	BID PRICE PER UNIT	ESTIMATED MONTHLY SALES
<u>CANDY</u>	1 oz - 3 oz Brand Name	575	.50	287.50
<u>CHIPS/ PRETZELS</u>	1 oz - 2 oz Brand Name	700	.30	210.00
<u>COOKIES</u>	2 oz - 3 oz. Brand Name	125	.50	62.50
<u>CRACKERS/ PEANUTS</u>	1 oz - 2 oz Brand Name	55	.50	27.50
<u>MINTS</u>	.72 oz - 1.14 oz Roll Brand Name	50	.30	15.00
<u>PASTRIES/PIES/ POPTARTS/DONUTS/ ETC.</u>	140			
	3 oz - 4 oz Brand Name		.60	84.00
<u>MICROWAVE POPCORN</u>	3.5 oz - 3.75 oz Brand Name	300	.50	150.00

AREA 2 - VISIT ROOM
PAGE 2

ITEM	REQUIREMENTS	MONTHLY PROJECTED UNIT SALES	BID PRICE PER UNIT	ESTIMATED MONTHLY SALES
<u>SANDWICH/COLD FOOD MACHINE</u> 20 or more different selections				
1. Pizza, 5.5 oz - Grilled Cheese 4.3 oz	150		1.25	187.50
2. All Beef Hot Dogs, 3.5 oz Pkg	75		1.00	75.00
3. Hamburger/Cheeseburgers, min 4 oz Beef	100		1.75	175.00
4. Hot Pockets/Lunchables, min 4 oz	75		1.00	75.00
5. Steak , Meat Loaf, Chicken, Fish Sandwiches - min 6 oz	125		1.50	187.50
6. Cold Cut Sandwiches, min 4 oz filling (Turkey/ Ham/Mixed)	50		1.75	87.50
7. Egg/Sausage/Cheese Biscuits - min 4 oz	75		1.00	75.00
8. Brand Name Bottled Water, 12 oz	50		.50	25.00
9. Juices, & Milk, $\frac{1}{2}$ pint (orange, 2%, whole & chocolate)	475		.30	142.50
10. Chicken Wings, Riblets, Tacos - min 5 oz	150		1.75	262.50
11. Yogurt - 8 oz	100		.75	75.00
12. Frozen Microwavable Dinners, 8 oz Ex. Oriental Chicken or Beef, Mac & Cheese	200		1.50	300.00
<u>SODA MACHINE</u> 12 oz Cans Pepsi Products				
<u>HOT BEVERAGES</u> Individual Brew & 8 oz Hot Chocolate	500		.25	125.00
TOTAL AREA 2:			\$ 3326.50	

" Attachment 1"

BID PRICING TABULATION SHEET

AREA 3 - FRONT ENTRY

ITEM	REQUIREMENTS	MONTHLY PROJECTED UNIT SALES	BID PRICE PER UNIT	ESTIMATED MONTHLY SALES
<u>CANDY</u>	1 oz - 3 oz Brand Name	60	.50	30.00
<u>CHIPS/ PRETZELS</u>	1 oz - 2 oz Brand Name	100	.30	30.00
<u>COOKIES</u>	2 oz - 3 oz Brand Name	30	.50	15.00
<u>CRACKERS/ PEANUTS</u>	1 oz - 2 oz Brand Name	10	.50	5.00
<u>PASTRIES/PIES</u>				
<u>POPTARTS/DONUTS/ ETC.</u>	3 oz - 4 oz Brand Name	55	.60	33.00
<u>SODA/JUICE MACHINE</u>	12 oz Cans Coke Products	225	.50	112.50
<u>MINTS</u>	.72 oz - 1.14 oz Roll Brand Name	50	.30	15.00
<u>TOTAL AREA 3:</u>				\$ <u>240.50</u>

TOTAL BID TABULATION SHEET

TOTAL: AREA 1 \$ 1537.50

TOTAL: AREA 2 + \$ 3326.50

TOTAL: AREA 3 + \$ 240.50

BID: MONTHLY GRAND TOTAL: = \$ 5104.50

MONTHLY GRAND TOTAL X 36 MONTHS = \$ 183762.00 =
INITIAL CONTRACT PERIOD TOTAL

BID AWARD: This contract will be awarded to the vendor bidding the lowest Grand Total of estimated monthly sales.

Contractor Name & Address:

Contact & Phone No.:

Rockland Vending
1 Sanford Ave
Chester N.Y. 10918

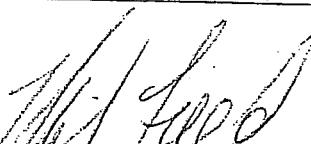
Michael Freed
845 469-7550 ext 25

FID #:

13-3208691

Date 10/27/2002

Signature of Bidder



**APPENDIX A
STANDARD CLAUSES FOR ALL
NEW YORK STATE CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. (The word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, lessor, lessee, or any other party.)

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempt to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by

reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due thereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 3 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations, upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractor's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract; any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in

The State Comptroller, the Attorney General and other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above, for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(A) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(B) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation

of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process

upon the signature of the Contractor shall serve the process. Service hereunder shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return hereof by the United States Postal Service as refused or undeliverable. Contractor must promptly advise the State, in writing, of each and every change of address, at which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-251), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

Revised November 2000

NYS DEPARTMENT OF CORRECTIONAL SERVICES

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

"MacBride Fair Employment Principles"

In accordance with Chapter 807 of the Laws of 1992, the bidder, by submission of this bid, certifies that it:

- A. Has business operations in Northern Ireland.

Yes _____ No

- B. If YES, the bidder, or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, OR any individual or legal entity that holds a 10% or greater ownership interest in the bidder, agrees to the following:

Bidder shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the "MacBride Fair Employment Principles" relating to the non-discrimination in employment and freedom of workplace opportunity as defined in Section 174-b(1) of the State Finance Law, and shall permit independent monitoring if its compliance with such principles.

Yes _____ No _____

Company Name: Rockland Vending Co

By: MM/1000 Date 10/27/2002
(signature)

Title: President

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

Section 139-D. Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

10/14

10/14

Non-Collusive Bidding Certification - Page 2

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

Michael Freed

LEGAL RESIDENCE

11 Debrau Ave. Sodus NY 10901

President:

Cheryl Freed11 Debrau Ave. Sodus NY 10901

Secretary:

Michael Freed11 Debrau Ave. Sodus NY 10901

Treasurer:

President:

Secretary:

Treasurer:

Identifying Data

Potential Contractor

Rockland Vending Corporation

Address

Santais Ave Chester NY 10918

Street

City, State & Zip Code

Telephone 845 469-7550

Title _____

If applicable, Responsible Corporate Officer

Name

Michael FreedTitle President

Signature

MI Freed

Non-Collusive Bidding Certification - Page 3

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

Title

Title

Address _____

Street

City, State & Zip _____

City, State & Zip Code

(Affix addendum to this page if space is required for statement.)

Subscribed to under penalty of perjury under the laws of the State of New York,
this _____ day of _____, 19____ as the act and deed of said corporation or
partnership.

Signature

<u>STATE AGENCY</u> (Name and Address): NYS Dept. of Correctional Services SHAWANGUNK CORRECTIONAL FACILITY PO BOX 750, QUICK ROAD WALLKILL, NEW YORK 12589	<u>NYS COMPTROLLER'S NUMBER:</u> <u>ORIGINATING AGENCY CODE:</u> 10680
<u>CONTRACTOR</u> (Name and Address):	<u>TYPE OF SERVICES:</u> Vending Machine Services
<u>INITIAL CONTRACT PERIOD:</u> FROM: February 01, 2003 TO: January 31, 2006	<u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> N/A - Revenue Contract
<u>STATUS:</u> Contractor is a (X) for () not for profit corporation.	<u>RENEWALS:</u> Two additional one-year periods
<u>EXHIBITS ATTACHED AND PART OF THIS AGREEMENT:</u>	
EXHIBIT A: Standard Clauses as Required by the Attorney General for all State contracts.	
EXHIBIT B: Invitation For Bid	
EXHIBIT C: Detailed Specifications	
EXHIBIT D: Bid Tabulation	

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. X680037

CONTRACTOR

Rockland Vendige Corp

By: Michael Freed

Michael Freed

Printed Name
Title: PRESIDENT

Date: 10/23/2002

STATE AGENCY: Shawangunk C.F.

Department of Correctional Services

By: _____

Printed Name
Title: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

COUNTY OF Rockland) ss.:

On the 23 day of October, 2002, before me personally appeared Michael Freed, to me known, who being by me duly sworn, did depose and say that he/she resides at 11 Debaun Ave, that he/she is the President of the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) Theresa Sinocchi

THERESA SINOCCHI
NOTARY PUBLIC
STATE OF N.Y.
1/31/06
NO. 4692115
QUALIFIED IN ROCKLAND COUNTY

APPROVALS

ATTORNEY GENERAL

STATE COMPTROLLER

Title: _____

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. X680037

CONTRACTOR

STATE AGENCY: Shawangunk C.F.

Rockfield Landscaping

Department of Correctional Services

By: John C. Smith

By: _____

Michael Freed

Printed Name

Title: ~~Entered Name~~ + PRESIDENT

Title _____

Date: 10/23/2002

Date:

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
COUNTY OF Rockland) ss.:

On the 23 day of October, 2002, before me personally appeared
L. Freed, to me known, who being by me duly sworn, did depose and say that
he/she resides at 11 Devonshire Street, that he/she is the President of the
corporation described herein which executed the foregoing instrument; and that he/she
signed his/her name thereto by order of the board of directors of said corporation.

(Notary) Shawna Sypolt

THERESA SINOCCHI
NOTARY PUBLIC
STATE OF N.Y.
1/31/03
NO. 4692115
NOTARIZED IN ROCKLAND COUNTY

APPROVALS

STATE COMPTROLLER QUALIFIED IN ROCKLAND COUNTY

ATTORNEY GENERAL

Title:

Title:

Date:

Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. X680037

CONTRACTOR

Rockland Medical Center
By: Michael Fried

Printed Name
Title: President

Date: 10/23/2002

STATE AGENCY: Shawangunk C.F.

Department of Correctional Services

By: _____

Printed Name
Title: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
COUNTY OF Rockland) ss.:
Michael Fried)

On the 23 day of October, 2002, before me personally appeared Michael Fried, to me known who being by me duly sworn, did depose and say that he/she resides at 11 Debaun Ave, that he/she is the President of the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) Teresa Sinocchi

ATTORNEY GENERAL

APPROVALS

THERESA SINOCCHI
NOTARY PUBLIC
STATE OF N.Y.
1/31/06
NO. 4C32115

QUALIFIED IN ROCKLAND COUNTY

STATE COMPTROLLER

Title: _____

Title: _____

Date: _____

Date: _____